

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNITEDLEX CORPORATION		10/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4455165	UNITEDLEX	
Registration Number:	4353652	LEXLOAN	
Serial Number:	85921014	QUESTIO	
Serial Number:	86227940	PRECIPIO	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F152685		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	11/18/2014		
Total Attachments: 8			
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EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*Agreement*"), dated as of October 24, 2014, by UNITEDLEX CORPORATION, a Delaware corporation with its principal place of business located at 6130 Spring Parkway, Suite 300, Overland Park, Kansas 66211 (the "*Grantor*") in favor of SILICON VALLEY BANK, a California corporation, with a loan production office located at 3003 Tasman Boulevard, Santa Clara, California 95054, in its capacity as administrative agent pursuant to that certain Credit Agreement, dated as of October 24, 2014 (the "*Loan Agreement*") (in such capacity, the "*Agent*").

RECITALS

A. The Grantor is party to a Guarantee and Collateral Agreement, dated as of October 24, 2014 (the "*Security Agreement*"), made by the Grantor, UnitedLex Professional Services, LLC, a Kansas limited liability company, MiamiLex Legal Solutions, Inc., a Delaware corporation, and OhioLex Legal Solutions Center, Inc., a Delaware corporation, in favor of the Agent.

B. Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Grantor's obligations to the Agent, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Defined Terms.** Unless otherwise defined herein, terms used but not defined herein have the meaning given to them in the Security Agreement.

2. **Grant of Security Interest.** The Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest and wherever located (collectively, the "*Intellectual Property Collateral*"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) (i) All copyrights arising under the laws of the United States, any other country or any political subdivision thereof, together with the underlying works of authorship (including titles), whether registered or unregistered and whether published or unpublished (including those listed on Exhibit A attached hereto), all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of [California], without giving effect to any choice or conflict of law provision or rule (whether of the State of [California] or any other jurisdiction).

[Signature page follows.]

or incorporating any copyrights, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the U.S. Copyright Office, (ii) all Copyright Licenses and (iii) the right to obtain any renewals thereof (collectively, the "**Copyrights**");

(b) (i) All letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Exhibit B attached hereto, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Exhibit B attached hereto, (ii) all Patent Licenses and (iii) all rights to obtain any reissues or extensions of the foregoing (collectively, the "**Patents**");

(c) (i) All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Exhibit C attached hereto, (ii) all Trademark Licenses and (ii) the right to obtain all renewals thereof (collectively, the "**Trademarks**"); and

(d) To the extent not otherwise included, all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; provided, however, that notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interests created by the Security Agreement shall not extend to, and the term "Intellectual Property Collateral" (including all of the individual items comprising Intellectual Property Collateral) shall not include, any Excluded Assets.

3. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Agent.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the Intellectual Property Collateral are as provided by the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

UNITEDLEX CORPORATION

By: 
Name: Daniel E. Reed
Title: CEO

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005406 FRAME: 0870

AGENT:

SILICON VALLEY BANK

By: 

Name: Jay Weiss

Title: Director

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005406 FRAME: 0871

EXHIBIT A

Copyrights

Registered Copyrights

None.

Pending Copyright Applications

None.

Registered Copyrights and Pending Copyright Applications Licensed to or used by any Borrower

None.

EXHIBIT B

Patents

Issued Patents

None.

Pending Patent Applications

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
United States	12/902040	10/11/2010	UnitedLex Corporation	System and Method for Obligation Management
United States	61/875,474	9/9/2014	UnitedLex Corporation	Interactive Case Management (Provisional Filing on September 9, 2013)

Issued Patents and Pending Patent Applications Licensed to or used by any Borrower

None.

EXHIBIT C

Trademarks

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	4455165	12/24/2013	7/29/2013	UnitedLex Corporation	UNITEDLEX
United States	4353652	6/18/2013	10/23/2012	UnitedLex Corporation	LEXLOAN

Pending Trademark Applications

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
United States	85921014	5/2/2013	UnitedLex Corporation	QUESTIO
United States	86227940	3/31/2014	UnitedLex Corporation	PRECIPIO

Registered Trademarks and Pending Trademark Applications Licensed to or used by any Borrower

None.

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